

EXHIBIT A**THE LEARNING HOUSE, INC.****MASTER SERVICES AGREEMENT**

Client Information:					
Name:	West Virginia State University (" Client ")				
Address:	5000 Fairlawn Drive, Institute, WV 25112				
Attention:	Dr. Brian O. Hemphill, President				
Telephone:	(304)766-3112	Fax:	(304)720-2075	Email:	bhemphill@wvstateu.edu
TLH Information:					
Name:	The Learning House, Inc., a Kentucky corporation (" TLH ")				
Address:	427 South Fourth Street, Suite 300, Louisville, KY 40202				
Attention:	Todd R. Zipper, President & Chief Executive Officer				
Telephone:	(502)589-9878	Fax:	(502)589-9825	Email:	tzipper@learninghouse.com
Summary of Major Agreement Terms:					
Fee(s):	<p><u>Fully Online and Hybrid Programs</u></p> <ul style="list-style-type: none"> 50% of published tuition and technology fees Client receives from students, per enrollment for all new students enrolled in all courses in fully online (at least 80% of course content is delivered online) or hybrid (30% to 79% of course content is delivered online) programs that fall under this agreement 10% of published tuition and technology fees Client receives from students, per enrollment for all students that are not enrolled in a fully online or hybrid program that fall under this agreement that enroll in a course that is part of a fully online or hybrid program that fall under this agreement or courses outside of the programs that fall under this agreement that have gone through the TLH Instructional Design process. Enrollments subject to this Fee will receive Services outlined in Exhibit A, Sections I, II, III, and IV. The Fees under this section shall not exceed \$65,000 in year one (1) and \$85,000 in year two (2) of the agreement.* <p>*For purposes of the 10% fee section, year one (1) is defined as January 1, 2016 through December 31, 2016. Year two (2) is defined as January 1, 2017 through December 31, 2017.</p>				
Term:	Five (5) years				
Degree Program(s)	All fully online and hybrid degree programs				

This MASTER SERVICES AGREEMENT (the "**Agreement**") is made and entered into as of January 1, 2015 (the "**Effective Date**"), by and between Client and TLH.

2016 TZ *[Signature]*
Confidential



WHEREAS, TLH has the expertise, capacity, experience and desire to provide the Services (as defined below) to Client, and

WHEREAS, Client desires to utilize and engage TLH to provide the Services to Client.

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

I. **SERVICES; REPORTS.** During the Term (as defined below) and subject to the terms and conditions of this Agreement, Client hereby retains TLH to provide to Client the services set forth in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Services"), and TLH agrees to provide the Services to Client. TLH will provide Client with periodic summary reports indicating TLH's progress with respect to the provision of the Services and the results therefrom.

II. **CLIENT OBLIGATIONS.** In order to facilitate the provision of the Services, Client will perform all obligations set forth in Exhibit B and Exhibit C. Client will implement this Agreement in accordance with all rules and regulations of all of its applicable education regulatory authorities including accrediting agency requirements. In addition, Client agrees to carry out, or cause to be carried out, the processing, disbursing, awarding and administration of all aspects of the financial aid process for its students in compliance with all applicable federal laws and regulations. Client will make financial aid available to students in the same manner and to the same extent as made available to any other students, but Client will be solely responsible for and will retain complete control of all aspects of awarding financial aid (including the federal student financial assistance programs under Title IV of the Higher Education Act of 1965, as amended), including monitoring and managing all aspects of student's award acceptance, loan entrance counseling, and setting of budgets and disbursement schedules. TLH will not be involved in any financial aid matters except as specifically set forth in Exhibit D.

III. **FEES.**

A. As consideration for the Services, Client will pay TLH the fees set forth on the first page of the Agreement under "Summary of Major Agreement Terms/Fee(s)" (hereinafter the "Fees") with respect to each student enrolled in the degree program(s) and each such student being a "Fee Student"). Fee Student is defined as any student that is enrolled in the course fifteen (15) days following the first day of the course. Client will identify all such individuals to TLH.

B. The Fees for Fee Students that enroll in the 50% revenue share programs will be payable to TLH for the duration of each student's enrollment with Client, regardless of the expiration or termination of this Agreement, not to exceed six (6) years from the expiration or termination of this agreement. Under no circumstances shall the Client be required to make payments to TLH before Client has received payment from the fee students. TLH will provide Client with a preliminary list of students. Client will reconcile the list, and the Fees will be payable within forty-five (45) days of the first day of each course in which a Fee Student is enrolled with Client, and, along with such payment, Client will provide TLH with a written report containing all information used to calculate Fees, including, without limitation, a confirmed list of the Fee Students and the courses (including credit hours) in which they are enrolled with Client.

C. At TLH's expense, TLH will be entitled to audit Client's records for the purposes of and relating to calculating and verifying the Fees. At TLH's expense, TLH will also have the right to make, at the time of the audit, or any time thereafter upon request, copies of the records. TLH will give written notice to Client at least five (5) days prior to the date the audit is to commence. The audit will be conducted by TLH or its designee during Client's normal business



hours, at the place where the records are maintained and in such a manner so as not to unreasonably disrupt Client's business operations.

IV. TERM; TERMINATION.

A. The term of this Agreement will begin on the Effective Date and end after the number of years set forth under Summary of Major Agreement Terms/Term above (the "Initial Term"), unless sooner terminated pursuant to this Section IV. The Agreement may be renewed for an additional two (2) year period upon the prior written agreement of the parties not less than 180 days before the expiration of the initial term (the "Renewal Term"). This Agreement may be terminated (a) by either party immediately if the other party fails to cure a material breach of this Agreement by such other party within thirty (30) days of being notified of such breach in writing, (b) by mutual agreement of the parties, or (c) by either party without notice and the opportunity to cure upon the happening of any of the following: [1] the bankruptcy or insolvency of the other party; [2] the assignment of the other party's assets for the benefit of creditors. The parties acknowledge that this Agreement has been entered into after arm's length negotiations. If at any time, it is reasonably determined by a party or its legal counsel that any provision of this Agreement could be deemed by the U.S. Department of Education or other federal or state agency regulating the activities of or having jurisdiction over a party to violate or be inconsistent with the requirements or provisions of applicable laws, regulations and/or rules, the party may seek to modify such provision of this Agreement in a manner designed to eliminate such risk. Such modification shall be made after notice thereof has been provided by the party to the other party and other party has been given an opportunity to discuss the modification with the party seeking such modification. If the parties cannot agree on such modification, either party shall have the option to terminate this Agreement without any penalties upon written notice to the other party. Additionally, Client may terminate the agreement on June 30 of each year if the Legislature of the state of West Virginia does not appropriate the funds necessary or otherwise available for this service. This termination right does not modify TLH's right to Fees under Section III, B.

B. Upon termination of this Agreement under Section IV.A above, TLH's Student Retention Services set forth in Exhibit A, Section VII and Client's duty to provide remuneration as set forth in Section III of this Agreement, shall continue until all Fee Students are no longer enrolled.

V. ECONTENT OWNERSHIP.

A. TLH shall have and retain exclusive ownership of all eContent provided by TLH (the "TLH-Owned eContent").

B. Any materials written by one of Client's faculty members or other designated Client contact shall be owned in accordance with the agreement, if any, between Client and such individual as to the development and ownership of such materials (collectively, "Client-Owned eContent").

C. Client hereby acknowledges TLH's exclusive right, title and interest in and to each TLH-Owned eContent and disclaims any interest or right therein. Client agrees not to, at any time, do or cause to be done any act or thing contesting or in any way impairing or attempting to impair any part of such right, title and interest. Client agrees not to lease, sell or in any way transfer any TLH-Owned eContent to any other natural person or entity without the prior written consent of TLH. Client further agrees not to re-write or in any way modify any TLH-Owned eContent without the prior written consent of TLH.



D. TLH hereby acknowledges the applicable owner's exclusive right, title and interest in and to each Client-Owned eContent and disclaims any interest or right therein. TLH agrees not to, at any time, do or cause to be done any act or thing contesting or in any way impairing or attempting to impair any part of such right, title and interest. TLH agrees not to lease, sell or in any way transfer any Client-Owned eContent to any other natural person or entity without the prior written consent of Client. TLH further agrees not to re-write or in any way modify any Client-Owned eContent without the prior written consent of Client.

E. Any materials developed by a third party shall remain the exclusive property of the third party.

VI. **INFRINGEMENT.** TLH warrants that the TLH-Owned eContent does not and will not infringe on the intellectual property rights of any natural person or entity. Client warrants that the Client-Owned eContent does not and will not infringe on the intellectual property rights of any natural person or entity. Each party will give the other party timely notice of any known infringement and the party that owns the applicable eContent will have the option to undertake and conduct the defense of any claim, demand, action, suit or proceeding in connection with any such infringement. Without limiting a party's right to indemnification under this Agreement, if an eContent or a part thereof becomes the subject of an infringement claim, the party that owns such eContent, at its option, may (a) modify or replace such eContent to make it non-infringing, or (b) procure the right to permit the continued usage of such eContent.

VII. **CONFIDENTIALITY.**

A. **Definition.** For purposes of this Agreement, "**Confidential Information**" means all technical, business, customer, marketing, financial, and other confidential, proprietary or non-public information relating to the business of a party which is disclosed by such party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"). Notwithstanding the foregoing, Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party, (b) was available to the Receiving Party on a non-confidential basis prior to its disclosure by the Disclosing Party or (c) becomes available to the Receiving Party on a non-confidential basis from a person other than the Disclosing Party who is not otherwise bound by a confidentiality agreement with the Disclosing Party. Client's disclosure of this agreement shall be governed by the West Virginia Freedom of Information Act, W. Va. Code 29B-1-1.

B. **Protection.** The Receiving Party will not, without the Disclosing Party's prior written consent, disclose any Confidential Information to any natural person or entity. If Receiving Party is required by legal process to disclose any of the Confidential Information, Receiving Party will provide the Disclosing Party with prompt notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Whether a protective order or other remedy is obtained or the Disclosing Party waives compliance with the provisions of this Agreement, Receiving Party will disclose only that portion of the Confidential Information which Receiving Party is legally required to disclose.

C. **Use.** The Receiving Party covenants and agrees to use the Confidential Information solely for purposes of this Agreement and its obligations under this Agreement and will not use the Confidential Information for any other purpose.

D. **Compliance with FERPA by TLH.** TLH warrants and covenants that it will comply with all state and federal laws and regulations including with respect to protection and



non-disclosure of legally confidential information including, but not limited to, "personally identifiable information" and "education records" as defined in the Family Educational Rights and Privacy Act of 1974, and "personal information" as defined in O.R.C. 1349.19.

VIII. NON-SOLICITATION.

A. During the Term and for twelve (12) months thereafter, Client agrees that it will not, directly or indirectly, including through any one or more of Client's affiliates or otherwise,

1) entice, induce, solicit or attempt to cause any officer or employee of TLH to terminate his or her employment with TLH, or hire or employ any such officer or employee; or

2) entice, induce, solicit or encourage any individual or entity that is a Client, supplier, or contractor of TLH, or has another business relation with TLH, to cease doing business with TLH, or in any way to interfere with the relationship between such individual or entity and TLH.

IX. INDEMNIFICATION.

A. **By Client.** To the extent permitted by West Virginia Law, Client shall indemnify and hold TLH harmless from any claims, demands, liabilities, actions, suits or proceedings asserted or claimed by any third party (including reasonable attorneys' fees and costs) (collectively, "**Liabilities**") arising out of or relating to [1] Client's use of the Services and the eContent (excluding, however, Liabilities resulting from TLH's actions or omissions), [2] any claims of intellectual property infringement by the Client-Owned eContent, [3] Client's breach of this Agreement (including any TLH investigation thereof), or, notwithstanding Section XIII, Client's failure to comply with all applicable laws and regulations regarding the processing, awarding or disbursing or administration of student financial aid as required under Section II, including without limitation, those applicable to Title IV of the Higher Education Act.

B. **By TLH.** TLH shall indemnify and hold Client harmless from any Liabilities arising out of or relating to [1] any claims of intellectual property infringement by the TLH-Owned eContent, or [2] TLH's breach of this Agreement (including any investigation thereof).

X. **NOTICE.** All notices, correspondence and other communications required by this Agreement will be in writing and will be deemed given when received and may be sent by U.S. mail, courier, or fax (in each case with proof of delivery), to the appropriate party at the address for such party set forth under Client Information or TLH Information above, as applicable.

XI. **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.** THE SERVICES ARE PROVIDED TO CLIENT "AS IS". TLH EXPRESSLY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED BY TLH. TLH SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TLH'S LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID BY THE CLIENT UNDER THIS AGREEMENT OR TLH'S LIMITS OF INSURANCE, WHICHEVER ARE GREATER.

XII. RESTRICTION OF SERVICES.



A. Restrictions.

1) Client hereby warrants that all content uploaded to Client's LMS site (the "Upload Materials") shall be owned or properly licensed by Client and shall not adversely impact the Services or violate any rights of any third parties. Client is responsible for ensuring that all Upload Materials will function properly and as intended. Client is responsible for all activity originating from Client's website, unless proven to be a victim of outside hacking or address forgery. Client assumes responsibility for all material on Client's LMS site that may be put on by a third party. Use of the Services requires a certain level of knowledge in the use of Internet languages, protocols, and LMS, which can vary depending on Client's anticipated use and desired content of its LMS site, and includes, but is not limited to, the following: web publishing requires knowledge of HTML, properly locating and linking documents, FTP-ing web contents, graphics, text, sound, image mapping, etc. TLH provides a self-paced LMS Administrator training course to ensure that Client has the basic knowledge to create, modify and maintain its LMS. TLH assumes no responsibility to provide Client with additional training beyond what is available in the course.

2) In connection with the Services, TLH may provide for Client's use certain tools and software, including, but not limited to, certain specialty scripting software, custom development scripts, and/or certain programming language software for designing websites. To the extent that such tools are provided to Client, Client is granted a nonexclusive, nontransferable license to use the tools for Client's internal use, solely in connection with the Services provided under this Agreement. All custom work remains the property of TLH, including, but not limited to themes, scripts, modules, blocks, etc. (excluding Client-Owned eContent).

3) TLH reserves the right to monitor its systems electronically and to access and disclose any information as permitted or required by any law, regulation or other governmental request to operate its systems properly, to protect itself or its Clients for any other reason it in good faith deems necessary. TLH will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserves the right to report to law enforcement any suspected illegal activity of which it becomes aware. It is not TLH's intention that the Services or facilities be used in contravention of the Communications Decency Act of 1996 (the "CDA") or any other applicable law.

4) Client agrees to comply with the requirements of the CDA and the Digital Millennium Copyright Act (the "DMCA") and acknowledges that TLH is a "service provider" under the DMCA and is, therefore, immune from liability under the DMCA, including 17 U.S.C. § 512. Consistent with the DMCA, TLH will accommodate standard technical measures used to identify and protect copyrighted works, and, as further described herein; TLH has a policy that may ultimately eliminate eContent with copyright infringement.

B. Use and Misuse of Services.

1) Client will promptly investigate all complaints of abuse, violation and misuse of the Services, whether described in this Section or otherwise. Client will promptly notify TLH of any such abuse, violation or misuse of the services. If Client is not sure if actions constitute abuse, violation or misuse, Client will consult with TLH first.



2) Client is responsible for all use of its website, with or without Client's knowledge or consent.

3) Client will use the Services only for lawful purposes, in compliance with all applicable laws. Illegality includes, but is not limited to, drug dealing; attempting without authorization to access a computer system; pirating (distributing copyrighted material in violation of copyright law, specifically MP3s, MPEGs, ROMs, and ROM emulators); gambling; schemes to defraud; trafficking in obscene material; sending a message or having content that is obscene, lewd, lascivious, filthy, or indecent with intent to annoy, abuse, threaten, or harass another person; threatening bodily harm or damage to individuals or groups; violating U.S. export restrictions; stalking; or violating other state or federal law, such as the Electronic Communications Privacy Act, the Computer Fraud and Abuse Act, or the Economic Espionage Act. Linking to illegal material is also prohibited.

4) When TLH becomes aware of possible violations of this Agreement, TLH may initiate an investigation that may include gathering information from Client and the complaining party, if any, and examination of material on TLH's servers. TLH, in its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of this Agreement may subject Client to civil or criminal liability.

C. Use and Misuse of Materials.

1) Materials in the public domain (e.g., programs, text and images) may be uploaded or downloaded using the Services. Client may also re-distribute materials in the public domain. Client assumes all risks regarding the determination of whether the material is in the public domain.

2) Client is prohibited from storing, distributing or transmitting any unlawful material through the Services. Examples of unlawful material include, but are not limited to, threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Pornography and sex-related merchandising, or links to such material, even if legal, are not acceptable uses of TLH's servers. Client may not post, upload or otherwise distribute copyrighted material on TLH's servers without the consent of the copyright holder.

3) Unacceptable uses of website content also include the presence of the following programs or the activities associated with them, regardless of whether or not any actual intrusion results in the corruption or loss of data: server broadcast messages or any message sent on an intrusive basis to any directly or indirectly attached network; attempts to circumvent any user authentication or security of host, network, or account; accessing data not intended for user; probing the security of any network; or any other action deemed to be outside the scope of reasonable LMS use. Additional examples of unacceptable activities include posting private information about a person without his or her consent, defaming a person or business, and knowingly making available code that will have a deleterious effect on third-party computers.

D. System Security.

1) Client is prohibited from utilizing the Services to compromise the security of system resources or accounts on TLH's servers or at any other site. Use or distribution of tools designed for compromising security or containing viruses or Trojans



are prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

2) If Client is involved in violations of system security, TLH reserves the right to release all usernames of users involved in such violations to system administrators at other sites in order to assist them in resolving security incidents. TLH will also fully cooperate with law enforcement authorities in investigating suspected lawbreakers.

E. **Additional Guidelines.**

1) **Commercial Advertising - Email.** Spamming, or the sending of unsolicited email, from TLH's server or using an email address or domain that is maintained on TLH's machine as reference is strictly prohibited. TLH will be the sole arbiter as to what constitutes a violation of this provision.

2) **Chat Rooms.** TLH does not allow Client to install its own chat applications without TLH's prior written approval.

3) **Additional Software.** TLH does not allow any additional software to be loaded onto the LMS without TLH's prior written approval.

4) **Domain Pointing.** Domain pointers are to be used for the purpose of having more than one way to find the same site, not for the purposes of sharing an account among multiple sites. A domain pointer may not be set up to reference a subdirectory within an existing web hosting account served by us or any other provider.

5) **Refusal of Service.**

a. TLH reserves the right to refuse, cancel or suspend service at its sole discretion in the event of system threats from Client's campus or related emergency. Any suspension of service will be communicated to Client contact immediately and, if at all possible, prior to the suspension.

b. All Sub-Networks, distributive hosting sites and dedicated servers TLH operates must adhere to the above policies.

c. Failure to follow any term or condition of this Agreement will be grounds for course termination.

XIII. THIRD PARTY SERVICER OBLIGATIONS. As part of the Services, TLH will provide certain limited counseling and support regarding the availability of financial aid as set forth in **Exhibit D** before referring prospective students to Client's financial aid office. To the extent that TLH is deemed to be a Third Party Servicer under C.F.R. 668.25 as a result of such support activities, TLH hereby agrees to:

A. Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act ("**HEA**"), all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions and terminations entered into under the authority of statutes applicable to Title IV of the HEA, including the requirement to use any funds that TLH administers (if any) under any Title IV, HEA program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;

B. Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is reasonable cause to believe that Client might have engaged in fraud or other criminal misconduct in connection with Client's administration of any Title IV, HEA program or an applicant for Title IV, HEA program assistance might have



engaged in fraud or other criminal misconduct in connection with his or her application. Examples of the type of information that must be referred are:

- 1) False claims by Client for Title IV, HEA program assistance;
- 2) False claims of independent student status;
- 3) False claims of citizenship;
- 4) Use of false identities;
- 5) Forgery of signatures or certifications;
- 6) False statements of income; and
- 7) Payment of any commission, bonus or other incentive payment based in any part, directly or indirectly, upon success in securing enrollments or the award of financial aid to any person or entity engaged in any student recruitment or admission activity or in making decisions regarding the award of title IV, HEA program funds;

C. Be jointly and severally liable with Client to the Secretary for any violation by TLH of any statutory provision of or applicable to Title IV of the HEA, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of statutes applicable to Title IV of the HEA;

D. If TLH or Client terminates this Agreement, or if TLH stops providing services for the administration of a Title IV, HEA program, goes out of business or files a petition under the Bankruptcy Code, return to Client all:

- 1) Records in TLH's possession pertaining to Client's participation in the program or programs for which services are no longer provided; and
- 2) Funds, including Title IV, HEA program funds, received from or on behalf of Client or Client's students, for the purposes of the program or programs for which services are no longer provided.

XIV. MISCELLANEOUS.

A. Relationship of the Parties. Client's relationship with TLH with respect to and for the purposes of this Agreement will be that of an independent contractor. With respect to and for the purposes of this Agreement, Client and TLH are not partners or joint venturers and nothing herein will be construed so as to make them partners or joint venturers or impose any liability as such on either of them.

B. Governing Law; Jurisdiction; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of West Virginia, without regard to its choice of law principles.

C. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements or understandings between the parties, including any proposals which may have been submitted by TLH to Client.

D. Amendments. No amendments or modifications of this Agreement will be made or deemed to have been made unless in writing and executed by each of the parties to this Agreement and approved in writing by Purchasing at Client and the West Virginia Attorney General.

E. Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the parties hereto. No waiver by either party hereto of any breach of, or of compliance with, any condition or



provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

F. **Assignment.** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, that, upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

G. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) will be excluded from this Agreement and the balance of the Agreement will be interpreted as if such provision were so excluded and will be enforceable in accordance with its terms.

H. **Headings; Construction.** The headings contained in this Agreement are for convenience only and will not be deemed a part of this Agreement in construing or interpreting the provisions hereof. All words used in this Agreement will be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

I. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

J. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Exhibits hereto.

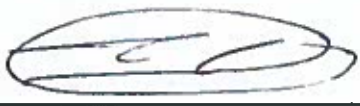
[END OF TEXT; SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

"Client"

WEST VIRGINIA STATE UNIVERSITY

By: 

Brian O. Hemphill

President

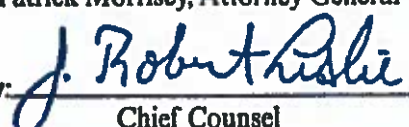
"TLH"

THE LEARNING HOUSE, INC.

By: 

Todd R. Zipper

President & Chief Executive Officer

Approved as to form this 27th day of January, 2016
Patrick Morrissey, Attorney General
By: 
Chief Counsel



**Exhibit A
to
Master Services Agreement**

SERVICES TO BE PROVIDED BY TLH

TLH will provide Client with the following services with respect to the degree program(s) listed under Agreement Terms/Degree Program(s) above:

I. **ONLINE COURSE CURRICULUM DEVELOPMENT SERVICES.** TLH will provide services to Client to develop customized courses, which meet Client's learning objectives. Content for the courses may be developed several ways including:

A. **Curriculum and Course Strategy Consulting.** TLH may provide Client with a curriculum and course strategy review. The content of the strategy review may contain the following:

- 1) Review of current and proposed courses
- 2) Analysis of current and proposed degree programs
- 3) Evaluation of applicable online policies and procedures

B. **Content Development.** According to the agreed upon course schedule, a TLH Course Designer ("**CD**") will collaborate with Client's faculty member or other designated point of contact to design and develop each course. The plan (including timeline and actions required) for course development will be customized based upon the unique needs of each course and may include a combination of any or all of the following elements:

1) **Learning House-Written Content.** Client may request course content from the TLH eContent Library, after which a TLH Course Designer will notify assigned faculty member or other designated point of contact that the course is available to them on Client's Learning Management Systems ("**LMS**") portal. The Client's faculty member or other designated point of contact may collaborate with the CD to insert additional content, remove or modify content. The Client's faculty member or other designated point of contact must provide all course change requests in writing to the CD in accordance with the timeline agreed upon by TLH and the Client. Additionally, TLH may contract with a subject matter expert who may work directly with Client's faculty member or other designated point of contact to ensure that the course content meets curriculum needs. Once the TLH team has completed course design, it will be placed on Client's LMS portal. The Client's faculty member or other designated point of contact may request the CD to insert additional content, remove or modify the content. The Client's faculty member or other designated point of contact must provide all course change requests in writing to the CD in accordance with the timeline agreed upon by TLH and Client. All academic decisions reside with Client and Client's faculty member.

2) **Client Content.** Client's faculty member or other designated point of contact will write original course content according to the Writer's Guide and templates. Client will then provide the course materials to a TLH Course Designer who will work with a team of TLH Instructional Media Specialists. Together, they will design the online course and place it on Client's LMS portal. The Client's faculty member or other designated point of contact may request the CD to insert additional content, remove or modify content. The Client's faculty member or other designated point of contact must provide all course change requests in writing to the CD in accordance with the timeline



agreed upon by TLH and Client. Additionally, TLH may migrate materials from the Client's existing LMS to the LMS hosted by TLH for use in fully online courses. Client must provide TLH with an account with sufficient privileges on existing LMS to the LMS hosted by TLH for use in fully online course. Client must provide TLH with an account with sufficient privileges on existing LMS to facilitate migration of materials. TLH Course Designer will notify assigned Client's faculty member or other designated point of contact that the course is available to them on Client's TLH hosted LMS. The Client's faculty member or other designated point of contact must provide all course changes requests in writing to the CD in accordance with the timeline agreed upon by TLH and the Client. All academic decisions reside with Client and Client's faculty member. Specifically, TLH will migrate all fully online and hybrid courses from Sakai to Moodle.

C. **Multimedia Content Services.** TLH may collaborate with Client's faculty member or other designated point of contact to produce multimedia content for courses. Client must provide content for multimedia product to be inserted into course. TLH may convert content into multimedia product and insert the content into the course. Multimedia may include the following:

- 1) Audio
- 2) Video
- 3) Interactive games
- 4) Slide presentations
- 5) Other multimedia as mutually agreed upon by TLH and Client

All academic decisions reside with Client and Client's faculty member.

D. **Course Quality Reporting.** TLH may conduct a quality review of select courses placed on Client's LMS portal using a quality review rubric developed by TLH and based in industry standards. The results of the review will be posted for viewing on the Client's Portal. Upon request, TLH will summarize key trends and findings to present to the Client in the form that best meets the Client's identified need.

E. **Faculty Support.** TLH provided technical support to faculty related to their ability to develop courses that have been developed in collaboration with TLH.

II. **ONLINE EDUCATION INFRASTRUCTURE DEVELOPMENT AND MANAGEMENT.**

A. **Learning Management System (LMS):** The following are services and features of the LMS:

- 1) Provides a secure environment through the use of standard authentication methods
- 2) Delivers content and multimedia from servers that are managed and hosted by TLH
- 3) Provides attendance data and reports on each student enrolled in courses
- 4) Provides registrar, administrator and instructor access to the back-end LMS
- 5) Enables students to direct questions to an instructor via embedded messaging features
- 6) Enables faculty to send messages to one or all students
- 7) Enables faculty and students to post questions and responses on a discussion forum
- 8) Enables faculty and students to communicate via text-based chat rooms



- 9) Enables students to take quizzes, pre-tests and post-test exams
- 10) Enables faculty to post announcements and calendar for the course
- 11) Enables faculty to offer web links, FAQs and other references within the LMS
- 12) Enables faculty to organize students into groups
- 13) Enables faculty to organize student work through the group's function
- 14) Provides a unique portal reflecting the look and feel of the Client's Online Campus
- 15) Maintains a grade book for tracking student progress through quizzes, exams, and assessments for the instructor
- 16) Enables faculty with editing rights to update and change content within a course
- 17) Enables faculty to provide links to recorded presentations or upload presentation files
- 18) Enables faculty to conduct surveys of student opinions
- 19) Enables faculty to grade essay exams within the LMS
- 20) Enables faculty to deliver and record instruction via a Live Virtual Classroom

B. **Live Virtual Classroom:** The following features are provided as part of the Live Virtual Classroom: Instructor and student audio and video, public and private text chat, flexible content area, electronic whiteboard, application sharing and presentation archiving.

C. **CRM Functionality.** TLH will provide a web-based dashboard reporting tool that provides timely information regarding the progression of online courses and programs. The portal allows you to monitor course launches, retention, recruiting and instructor metrics and activity.

D. **Hosting Services:**

1) **Server Operations.** The servers are physically located in a facility which is a Tier 4 Data Center that is protected with 24/7/365 security that includes key code and biometric access. All personnel are monitored by Closed Circuit Television. TLH also guarantees that all IT systems and processes are FERPA compliant.

2) **Server Performance.** Server performance is monitored 24/7/365 by TLH's managing host provider. Additionally, TLH monitors all production systems by two (2) independent monitoring services. TLH monitors a variety of criteria including CPU utilization, disk usage, bandwidth and web traffic. Website performance measured in response time is analyzed weekly to ensure performance meets or exceeds industry standards. TLH uses a third-party application to consistently measure website performance and uptime. TLH systems are guaranteed to maintain 99.9% uptime excluding scheduled maintenance.

3) **Network Connectivity and Architecture.** The production of the LMS infrastructure is designed to provide a safe and secure environment for Client data. The infrastructure is designed to meet industry standard. TLH performs periodic security scans and promptly makes adjustments if any vulnerability is discovered. All access to Client data is restricted to TLH staff. All web traffic (HTTP and HTTPS, FTP, SFTP, VPN, SSL, SSH) is routed through a firewall, and is monitored 24/7/365. Anti-virus scans are performed daily on all file systems, databases, web servers, and workstations. The network consists of multiple, redundant network components and has safeguards in place in the event of hardware failure or connectivity loss. TLH also connects to multiple



carrier networks, which allow high performance and reliable network uptime. TLH ensures that all production systems are current with the latest OS patches and updates.

4) **Disaster Recovery.** TLH has processes and procedures for recovery of essential systems as a result of natural disasters and catastrophic events. Regular simulation testing of disaster recovery procedures, critical systems and backup services, such as generator power, are performed.

5) **Backup and Recovery.** 24/7/365 backup and recovery services are maintained for course content. Backups are performed daily (daily incremental and weekly full). Weekly backups are encrypted (256 advanced encryption standard) and stored off-site. Backups are stored for no less than fourteen (14) days.

6) **Data Storage.** Course content and student data is archived for seven (7) years.

7) **Personnel.** All systems are monitored by TLH's managing host provider and are administered by dedicated TLH personnel. Background checks are conducted on all employees in accordance with applicable laws and/or company policies.

III. **FACULTY AND STAFF TRAINING.**

A. **Faculty:**

1) **LMS Training.** TLH and Client jointly identify all training required for faculty to complete prior to faculty receiving access to courses. While TLH staff are available to provide technical assistance throughout the term, faculty are responsible for performing all tasks related to course delivery, including but not limited to grading assignments, creating any necessary student groups, opening and closing lessons and individual activities, operating chat sessions, operating the Live Virtual Classroom, and placing class announcements in the LMS.

2) **Training Options.** TLH provides a variety of training options including on-demand tutorials, self-paced course, instructor-led courses, face-to-face training sessions and live, online training sessions.

B. **Staff:** Registrars, Program Coordinators and other administrative staff receive training that is similar to the training that is provided to faculty.

C. **Students:** Documentation and on-demand tutorials are easily accessed by students via links provided in the LMS. Client may also develop student orientation courses to provide additional support for students.

IV. **24/7 TECHNOLOGY SUPPORT.** TLH provides online students and instructors with 24/7 technology support delivered in four methods - phone, e-mail, chat and the TLH online knowledge center.

A. **Student Support:** TLH provides technical support to students related to their ability to access courses in the Moodle and participate in course activities.

B. **Faculty Support:** TLH provides technical support to faculty related to their ability to deliver courses in the Moodle learning management system and participate in course activities.

C. **Delivery Modes:**

1) **Phone:** 24/7, 365 days per year



- 2) Email and Text-based live chat: 6:00 a.m.-midnight EST, Monday-Sunday, excluding TLH recognized holidays
- 3) Searchable Knowledgebase: 24/7, 365 days per year

D. Target Service Level:

- 1) Support issues resolved within 24 hours: >90%
- 2) First-contact resolution rate: >85%
- 3) Response times for inbound contact:
 - a. Phone/Text-chat: Average 60 seconds
 - b. Email: Average 60 minutes

E. Student Access to Services: A Help Center block is located on the Client's Moodle login page containing login information and a searchable knowledgebase. Once students have logged in, they have full access to all support services.

F. Faculty Access to Services: A Help Center link is located on the Client's Moodle login page containing a searchable knowledgebase and information for accessing support services. In addition, faculty members are provided with a toll-free Instructor Hotline. The Instructor Hotline ensures calls are prioritized and are resolved by our most experienced support staff.

V. MARKETING.

A. TLH will create an Online Campus website that will be designed to match the look and feel of the Client's website. The purpose of the Online Campus is to provide a single source for all online program information. The Client will have authority to approve all content for this website.

B. TLH will coordinate and manage all marketing efforts for West Virginia State Online, which includes the investment of marketing capital for marketing efforts for West Virginia State Online that are performed in collaboration between TLH and Client;

C. TLH will assign a Brand and Media team to oversee all online marketing efforts from market research to execution of the marketing plan;

D. TLH will perform market research with the assistance of Client;

E. TLH will develop a short-term and long-term marketing plan with Client based upon the information obtained from the market research. The marketing plan may consist of different forms of traditional marketing, online marketing and partnership marketing. Traditional marketing efforts may include direct mail, television, radio, print, billboards, public relations and marketing events. Online marketing efforts may include affiliate marketing, pay per click, display, organic search engine optimization, social media and email. Partnership marketing may include developing relationships with employers, community colleges, military organizations and sponsorship of industry events.

F. TLH will assist Client with lead generation by developing and implementing marketing campaigns.

G. TLH will conduct outreach campaigns to non-converted leads and applications collected by Client (lead recycling campaigns).

VI. ENROLLMENT MANAGEMENT.



A. TLH will provide an appropriate number of contact agents in the range of one (1) contact agent for every five hundred (500) workable leads, which may increase or decrease depending upon the business needs and process flow at TLH ("CA(s)"). CA(s) will be responsible for handling inbound and outbound contacts through the TLH call center (the "TLH Call Center"); unless specifically requested by the new lead to discontinue contacts, the CA(s) will make at least seven (7) attempts to contact every new lead with the first attempt commencing within twenty-four (24) hours of the lead being produced and the last attempt occurring within ten (10) calendar days; the CA(s) will track and classify all inbound and outbound contacts for reporting purposes; the CA(s) will be employed by TLH and stationed at the TLH Call Center.

B. The TLH Call Center will be staffed between the hours of 9:00 a.m. and 8:00 p.m. Eastern Time Monday thru Friday or such longer hours as TLH deems necessary and will be available to assist potential students with application questions, admissions procedures and program information.

C. TLH will provide an appropriate number of online enrollment counselors ("EC(s)") in the range of one (1) EC for every one hundred (100) active applicants, which may increase or decrease depending upon the business needs and process flow at TLH. EC(s) will research and become knowledgeable of Client's online programs. The EC(s) will be employed by TLH and stationed at the TLH Call Center.

D. TLH will provide individuals to collect transcripts and tuition planners as needed.

E. The EC(s) will disseminate to potential students information regarding the online programs offered by Client, admissions procedure, financial aid procedure, tuition, the online modality description and Client's policies.

F. The EC(s) will assist potential students with all document collection needed by Client for rendering an admissions decision.

G. TLH's team (the "TLH Team") will assist Client's office of financial aid with document collection needed to process potential students' financial aid in accordance with the mutually agreed upon Standard Operating Procedure ("SOP") between TLH and Client.

VII. STUDENT RETENTION SERVICES.

A. In consultation with Client, TLH will develop a plan for student retention focused on the best practices for addressing issues with student satisfaction.

B. TLH will offer support and advising to students through TLH Online Academic Advisors in accordance with the mutually agreed upon Standard Operating Procedure ("SOP") between TLH and Client.

C. TLH Online Academic Advisors will provide individualized guidance, feedback and structure to students.

D. The TLH Team will ensure that each student is able to log into their online classroom on their first day of classes and has been made aware of how to find their syllabus, the online library and other resources offered by Client.

E. The TLH Team will create and collect periodic student satisfaction surveys and will provide Client with a report based on such survey results.

F. The TLH Team may create, monitor and facilitate social networking sites dedicated to the online students enrolled by Client (such as Facebook, Myspace and Twitter); and



G. The TLH Team will provide auxiliary retention services by creating a twelve (12) month “retention outreach” program consisting of periodic voice-to-voice contact with each student in addition to surveys and social networking contacts.



**Exhibit B
to
Master Services Agreement**

CLIENT RESPONSIBILITIES

In order to facilitate the provision of the Services, Client will provide (and keep updated as needed):

I. ADMINISTRATIVE BEST PRACTICES AND POLICIES.

- A. Design and develop new programs to be one-hundred (100%) fully online;
- B. Provide TLH with the right to act as a designated school official for the purpose of collecting documents, transcripts and other materials needed to aid in the acceptance and retention of the prospective student in accordance with the terms and conditions of the Agreement.
- C. Provide a Client representative to be TLH's primary contact for questions or issues arising with respect to the Services.
- D. Hire full-time or adjunct faculty members as the number of students and course demand increases.
- E. Create, manage and supervise faculty performance expectations.
- F. Periodically review online programs and tuition to ensure competitive programs, practices and pricing.
- G. Provide TLH access to Client's current application and admissions materials. Client further agrees to keep these materials updated and to continue to provide the updated materials to TLH as soon as practicable.
- H. Implement effective and early course scheduling and program sequences spearheaded by the Dean of Online in collaboration with academic departments.
- I. Issue course writer and instructor contracts a minimum of one hundred and forty (140) days prior to the course start date so that course design best practices may be attained.
- J. Revamp faculty and course writer contracts to include definitions of success and timeliness for more accountability and simplified for scale, while also outlining expectations for course updates.
- K. Design a systematic improvement plan for all existing programs, including a projective continual improvement plan for all new online courses and programs.
- L. Create more faculty ownership in course development process and socialize standard Moodle roles.
- M. Standardize syllabi and course templates that allow for scale.
- N. Client will use reasonable efforts to establish six (6) entry points for all fully online and hybrid programs a year across campus divisions including but not limited to admissions, financial aid, and course scheduling and provide superior student support for mid-term starts.
- O. Cultivate close collaboration with TLH in marketing, recruiting, and enrollment efforts.



- P. Develop and publish an annual professional development schedule.

II. MARKETING.

A. Contribute to building size and scope of non-converted lead lists that include lists of undergraduate and graduate alumni names and contact information for the last five (5) years, students that have shown interest in Client by requesting information but did not apply to Client, incomplete and canceled applications over the last three (3) years, students that have dropped out over the last five (5) years, and current students in the enrollment funnel that will be transitioned to TLH's Enrollment team.

B. Provide a list of all non-converted leads and applications from the preceding three (3) years in a format reasonably acceptable to TLH.

C. Continue with current ground program and brand marketing initiatives while including and collaborating with TLH.

D. Allow for .edu backlinking strategies on Client's main website.

E. Allow TLH to contribute to Client's social media sites and create new sites in accordance with all Client policies and procedures that are provided to TLH by Client.

F. Provide TLH with an accurate directory of Client's faculty and staff.

G. Provide TLH with "Print Quality" logos and photos as well as a style guide.

H. Provide to TLH copies of Client's current online program marketing materials, course catalog and student handbook each in a format reasonably acceptable to TLH.

I. Provide feedback and approval to TLH within seventy-two (72) hours.

III. ENROLLMENT MANAGEMENT.

A. Allow TLH to collect official transcripts;

B. Transfer all online program inquiries and/or applications to TLH.

C. Forward electronic applications to the TLH Enrollment Counselor within forty-eight (48) hours, provide TLH access to the application or adopt TLH's online application.

D. Change admissions contact information on Client's website for the fully online programs to TLH enrollment staff.

E. Provide a Client email address for respective Enrollment Counselors and Contact Agents.

F. Provide account read-only access in Client's student information system to facilitate communication regarding applications that are received, missing application documents, proposed acceptances, and confirmation of course registration.

G. Commit to program readiness for the prospective student.

H. Perform an "unofficial" pre-evaluation of the transcript for transfer credit within forty-eight (48) hours of receiving an unofficial transcript from the student or designate a TLH staff member to perform such "unofficial" transcript credit evaluation.

I. Perform a review of the application and issuance of a "conditional acceptance" to all applicants who meet Client's published admissions requirements; once conditionally accepted, Client will provisionally admit such applicants into an online course(s).



J. Upon receipt of completed applications from TLH, Client will provide an acceptance decision within 24-48 hours.

IV. STUDENT SUCCESS/RETENTION.

A. Provide student information system read-only or advisor access to designated Success Coaches and/or Online Advisors to efficiently and effectively support students.

B. Provide access to login reports and visitor access to online courses in the LMS.

C. Provide a Client email address for respective Success Coaches and/or Online Advisors.

D. Establish Client representative(s) for retention matters.

E. Client will allow TLH Team to create, monitor and facilitate social networking sites dedicated to the online students enrolled by Client (such as Facebook, Myspace and Twitter).

V. PROGRAMS AND STATE AUTHORIZATION.

A. Client agrees to launch the programs outlined in Exhibit C and at least one (1) new, fully online program annually in 2020, 2021, and 2022 subject to approval by the appropriate accrediting bodies. All programs shall be mutually agreed upon by TLH and Client.

B. Client agrees take reasonable efforts to apply for state authorization in Virginia, Kentucky, Pennsylvania, Ohio, Indiana, and Maryland.



Exhibit C
to
Master Services Agreement

PROGRAMS

Program Name	Program Type	Program Launch
BBA – Management	Bachelor	August '16
BBA-Accounting	Bachelor	August '16
BS in Criminal Justice	Bachelor	August '16
BA in English-Technical Writing	Bachelor	August '16
Master of Education-Instructional Leadership	Master	August '16
BS in Health Sciences –Community Health	Bachelor	August '17
BBA Management Information Systems	Bachelor	August '17
Regents Bachelor of Arts	Bachelor	August '17
RN-BSN	Bachelor	August '18
Master of Criminal Justice	Master	August '18
Master of Public Administration	Master	August '18
Master in Business TBD	Master	August '19
BS in Social Work or program to be agreed upon by parties	Master	August '19
Program TBD	TBD	August '19



Exhibit D
to
Master Services Agreement

SERVICES THAT MAY BE CONSIDERED LIMITED COUNSELING AND SUPPORT REGARDING THE
AVAILABILITY OF FINANCIAL AID

- Discuss financial plan for education/how are you planning to pay for your education
- Direct students to resources on chosen financial option
- Answering questions that are specific to the student's Title IV funds
- Confirm if FAFSA is on file at the school
- Review FA "getting started" guide
- Explain number of credits needed to qualify for FA
- Confirm that scholarships, discounts are applied to student account
- Confirm with students scholarships, discounts are applied to student account
- Note in school system that tuition planning appointment is complete
- Follow up call to review next steps in general process
- Discussing award amounts and disbursement amounts
- Discussing how to access FA info on the student's school portal
- Discussing disbursement policies and time lines
- Viewing school record to see if ISIR loaded
- Viewing ISIR to see if c-codes are present
- Notify student award letter is available
- Review NSLDS internally
- Instruct student to complete the terms and conditions
- Instruct student on where to go to accept/decline their FA award
- Review how to complete entrance counseling and MPN
- Direct students to the EC and MPN
- Confirming completed EC and MPN
- Collecting EC and MPN confirmation
- Reviewing any missing documents with student
- If selected for verification, discuss steps to complete verification.
- Informing student they are selected for verification
- Informing student they have other c-codes
- Collecting verification documents
- Informing student on where to obtain IRS Tax Return Transcripts
- Collecting missing documents
- Guiding students to additional forms (special need request, payment forms)
- Guiding students to default resources
- Student pulls up their own NSLDS and tuition planner guides student to info on that website
- Collecting letters of good standing or other letters from servicers
- Confirming with a student they are out of default
- Explaining what default is and how to resolve
- Review SAP requirements with at risk students
- If SAP suspended, notify student not eligible for FA
- Guide students to complete new FAFSA for new aid year



- Confirm new aid year FAFSA on file
- Notify FA office if Tuition Planner notices that award package is not accurately reflecting student level
- Direct students to important forms (i.e., Request for Loan Change Form (Stafford))
- Review with students the impact of administrative withdrawals on FA award and money owed
- Direct students to submit missing documents to the person who will submit them to Financial Aid
-finaid@wvsu.edu